



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Clean Giant, Inc.--Request for Reconsideration

File: B-229885.2

Date: April 18, 1988

DIGEST

1. Request for reconsideration which merely reiterates arguments raised in original protest is denied.
2. Protest allegation first raised in request for reconsideration is untimely where protest basis could have been advanced in original protest.

DECISION

Clean Giant, Inc. requests reconsideration of our decision Clean Giant, Inc., B-229885, Mar. 17, 1988, 88-1 CPD ¶ ____, denying its protest of the decision by the Air Force to allow ITT Base Services, Inc. (BSI), the prime contractor under Air Force contract No. FO5603-87-C-008, to operate the dining facility at Cape Cod Air Force Station, Massachusetts. We deny the request for reconsideration.

BSI was awarded a prime contract for operation, maintenance and support of the Phased Array Radar Systems, PAVE PAWS site 1, at Cape Cod Air Force Station. The contract did not include operation of the dining facility at Cape Cod which was being provided at the time by Clean Giant. When Clean Giant's contract expired December 31, BSI issued a request for quotations (RFQ) for operation of the dining facility. Clean Giant was the only firm responding with a bid of \$1.6 million for the base year and 3 option years. BSI determined that it could perform the services itself for half that amount. The Air Force then amended BSI's prime contract to specifically include food service. The Air Force later further modified the prime contract to allow BSI to provide box lunches instead of the cafeteria-style meals called for by the RFQ. Clean Giant argued that the Air Force should conduct a new competitive procurement for the food services because the modification was outside the scope of BSI's prime contract. We denied the protest because we

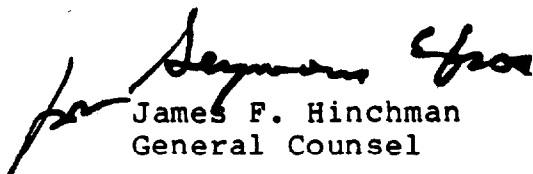
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concluded that the initial modification of the prime contract to include food service was within the scope of that contract as was the subsequent modification which changed box lunches to cafeteria-style lunches.

It appears from Clean Giant's submissions that it now argues for the first time on reconsideration that the Air Force's failure to award it a food service contract was in effect a termination of the prior contract for those services awarded to the Small Business Administration (SBA) pursuant to section 8(a) of the Small Business Act. Since SBA had subcontracted those services to Clean Giant, the protester argues that the failure to award it a subsequent contract for the services was an improper interruption of the section 8(a) arrangement without the required involvement of SBA. We see no basis on which to conclude that Clean Giant's failure to receive award constituted a termination of the prior 8(a) subcontract. We are unaware of any requirement that a particular service remain in the 8(a) program after the initial contract is completed. See Aetna Ambulance Service, Inc., et al., B-190187, Mar. 31, 1978, 78-1 CPD ¶ 258. In any event, this argument is untimely. A protester may not raise a new ground of protest in a request for reconsideration which could and should have been made in its original protest, as our Bid Protest Regulations do not contemplate the unwarranted piecemeal development or presentation of protest issues. Adrian Supply Co.--Reconsideration, B-225630.3, Aug. 7, 1987, 87-2 CPD ¶ 136.

Clean Giant also reiterates the arguments raised in its original protest that the modification was beyond the scope of the contract and that the contracting officials acted in bad faith. This constitutes no more than disagreement with our decision rejecting these arguments, and as such does not warrant reconsideration. Tek-Lite, Inc.--Reconsideration, B-227843.3, et al., Nov. 6, 1987, 87-2 CPD ¶ 455.

The request for reconsideration is denied.


James F. Hinchman
General Counsel